

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

Applicant's Name: Jane Cassidy  
 Firm Name: Jane Cassidy & ASSO., Attorneys  
 Address: 6250 MERCE AVE  
 City/State/Zip: OAKLAND, CA 94611  
 Telephone: (510) 338-1100 Fax: (510) 338-1200  
 Email: \_\_\_\_\_

**2. PANEL REQUEST:** *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☐ Neutral Evaluation ☐ Private Arbitration

**3. EDUCATION:**

Dates (from-to)	College/University/Law School	Degree Obtained
1969-1978	ARIZONA STATE U.	B.A./M.A. Ed.
1981-1984	U. Santa Clara	M.A./J.D.

**4. LEGAL EXPERIENCE:** State Bar No. 127340 Date Admitted: 1987

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer: \_\_\_\_\_

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? \_\_\_\_\_ Date retired: \_\_\_\_\_

If your license is presently inactive, please explain: \_\_\_\_\_

D. Are you currently active in litigation practice? ☐ Yes ☒ No

Approximately what percentage of your practice involves litigation? \_\_\_\_\_%

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs \_\_\_\_\_%; of defendants \_\_\_\_\_%?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 0; Court Trials 4; Mediations 20; Arbitrations 0;

G. Describe any legal publications or teaching you have done: workshops for CEB, CA tax bar, CA Society of CPAs

## 5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Coast to Coast Mediation	U. of San Francisco	30 hrs	1993

- A. Number of years experience as: mediator 10; arbitrator 5; neutral evaluator \_\_\_\_\_;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: \_\_\_\_\_
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided:  
Alameda County Bar Assn. for arbitrations (acted as  
volunteer arbitrator 1995-1998)
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.  
 1. I frequently am hired by divorcing couples to  
 2. serve as mediator. Typically I am the sole mediator;  
 3. I handle approximately 6-8 mediations each year  
 4. on a fee basis.  
 5. \_\_\_\_\_
- E. Is your ADR style best described as \_\_\_\_\_ facilitative or \_\_\_\_\_ evaluative/directive? Both
- F. Describe any ADR related publications or training you have done: See #5 above
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.  
 Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).  
(1) Hourly fee \$300-; often insurance discount applies.

## 6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:  
with prior notice and with court/parties covering translator for: Polish, Spanish,  
Chinese.
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:  
East Indian, Chinese
- C. You are available to conduct ADR conferences: ☒ in your office; \_\_\_\_\_ at counsel's office; \_\_\_\_\_ other (please describe: \_\_\_\_\_)
- D. You are available to conduct ADR proceedings: ☒ during regular office hours; ☒ evenings by appointment; \_\_\_\_\_ weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: I generally review the court's file. Parties may submit to me any documents they wish me to review, provided I and the other party(ies) have them 5 days prior to hearing.

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.					
Civil Rights					
Collections					
Construction					
Contracts					
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law	60		✓	✓	✓
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust	30				✓
Product Liab.					
Real Property					
Securities					
Tax	10			✓	
Toxic Torts					
Wrongful Death					
Other:					

# MEDIATION FEE AGREEMENT

Case Name: \_\_\_\_\_

Case No. \_\_\_\_\_

We, the undersigned parties, have voluntarily agreed to submit our dispute as referenced above to mediation and have agreed that JANE CASSIDY [(510)338-1100] shall serve as mediator.

## **1. RIGHTS AND OBLIGATIONS OF THE PARTIES**

The parties understand and agree that mediation is voluntary and that any party may end participation in the process at any time. The parties understand that the mediator is a licensed attorney. However, the mediator will not provide the parties with legal advice nor represent the interests of any party as an attorney. The services of the mediator are strictly limited to the mediation process. The parties understand that each has the right to consult an attorney regarding their legal rights and obligations at any time during the mediation process.

## **2. DESCRIPTION OF THE MEDIATION PROCESS**

Mediation is a voluntary, informal, confidential process in which the mediator assists the parties in communicating with each other, helps the parties clarify facts, identifies legal issues and explores various options designed to lead to the resolution of the dispute.

The parties agree that the purpose of mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of the mediation shall be in writing, and shall be binding on the parties if the parties agree in writing that it shall be binding. A binding agreement may be entered in the appropriate court as an enforceable Judgment.

The parties understand and agree that the mediation proceedings shall be confidential and cannot be used in any legal proceeding unless the parties have entered into a written agreement that specifies it is binding. The Parties and mediator acknowledge that the provisions of California Evidence Code 1115 through 1128 apply to this mediation.

## **3. FEES FOR SERVICE**

It is understood and acknowledged that the fees for the mediator's services are subject to negotiation and agreement by the mediator and the parties (with the exception of parties found eligible for indigent or modest means service). The mediator's hourly rate is \$300, payable jointly and severally by the parties. Parties may agree between themselves what percentage of the mediator's fee will be borne by each of them, and that decision may be made binding at the beginning of the mediation. Fees for mediation hearings are due at the end of each hearing; fees for drawing of documents is due upon receipt of an itemized invoice. No retainer is due in advance of the mediation, however the non-refundable fee for document preparation and any associated costs must be paid BEFORE the documents are drawn. If either party fails to appear at two mediation hearings, a third hearing will NOT be scheduled. Payment may be made by check payable to JANE CASSIDY ATTORNEY-CLIENT TRUST FUND; payment may also be made via Master Card, Visa, American Express or Discover Card or any combination thereof.

## **4. ACKNOWLEDGEMENT**

We hereby declare that we have read, understood and agreed to the foregoing terms for mediation and have been provided with a copy of this agreement.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Petitioner/Plaintiff

\_\_\_\_\_  
Printed Name of Respondent/Defendant

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Printed Name of Attorney for  
Petitioner/Plaintiff

\_\_\_\_\_  
Printed Name of Attorney for  
Respondent/Defendant